

COMPETITIVE COMMUNICATIONS GROUP

COPY

REC'D IN
REGULATORY AUTH.

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OFFICE OF THE
EXECUTIVE SECRETARY

July 12, 2000

Joe Werner, Chief
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

00-00632

RE: Application of Premiere Network Services, Inc. ("Premiere") for a Certificate to
Provide Competing Local Telecommunications Services in the State of Tennessee

On behalf of Premiere, enclosed for filing with the Commission are an original and thirteen (13) copies of the above-referenced application and a check in the amount of \$25.00 for the application fee.

Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at 301-842-1437.

Respectfully submitted,

Terri K. Firestein NRH

Terri K. Firestein
Consultant to Premiere Network Services, Inc.

Enclosures

**STATE OF TENNESSEE
BEFORE THE TENNESSEE REGULATORY AUTHORITY**

REC'D TN
REGULATORY AUTH.

'00 JUL 17 PM 4 15

In the Matter of the Application of)
Premiere Network Services, Inc.)
)
For a Certificate to Provide Competing)
Local Telecommunications Services)

Case No. _____ OFFICE OF THE
EXECUTIVE SECRETARY

00-00632

**APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL
TELECOMMUNICATIONS SERVICES**

Premiere Network Services, Inc. ("Applicant" or "Premiere"), pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority respectfully submits this Application for Authority to Provide competing Local Telecommunications Services.

Applicant seeks Authority to offer local service to customers throughout the State of Tennessee, with initial service deployment to customers that reside within Bell South exchanges. Initial deployment of local service will utilize resale and facilities based service. The appropriate and necessary interconnection and resale agreements with the incumbent LEC will be completed in the near future. The interconnection agreements will have the necessary provisions relating to service provisioning through resale and provisioning of facilities based service through the purchase of unbundled network elements including local switching and local transport. Applicant is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. Applicant plans to commence offering service within six months of the approval of this Application. Approval of this

Application will be beneficial to the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all telecommunications service providers to operate more efficiently and pass on the resultant cost savings to customers. In addition, as a result of competition, the overall quality of local exchange service will improve. In support of its Application, Premiere submits the following:

1. The full name and address of the Applicant is:

Premiere Network Services, Inc.
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8889

Questions regarding this Application should be directed to:

Terri K. Firestein
Consultant, Competitive Communications Group
10806 Garrison Hollow Road
Clear Spring, MD 21722
Telephone: 301-842-1437
Facsimile: 301-842-1439

Contact name and address at the Company is:

Mr. Leo Wrobel
President and CEO
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8889

Premiere's registered agent in the State of Tennessee is:

CT Corporation System
530 Gay Street
Knoxville, TN 37902

2. Names and addresses of all Corporate Board Members and Officers:

The names and address of Premiere's Board of Directors and Principal Corporate Officers and other senior managers responsible for Tennessee local operations are listed in Exhibit A of this application.

3. Corporate Information:

Premiere is a Sub-S corporation formed for the purpose of providing quality competitive local exchange services. The business entity was incorporated on May 16, 1986 in the state of Texas. Premiere's Articles of Incorporation and amendments are provided in Exhibit B. In addition, a cop of Premiere's Authority to Transact Business in the State of Tennessee is provided in Exhibit C. Premiere respectfully submits this application to the Tennessee Regulatory Authority for authority to provide resold and facilities-based local service, access service and interexchange service throughout the state of Tennessee. Premiere's twenty-four month service roll-out plan will be provided to Commission staff upon request. Premiere is committed to providing quality telecommunications service at competitive prices. Consumers will benefit with the ability to choose the service provider that best meets their needs in terms of price and quality of service.

4. Repair and Maintenance Information:

Premiere understands the importance of effective customer service for local service consumers. Premiere's customer service representatives will assist

customers during business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday. After normal business hours customers will receive a recorded message instructing them of their options. A toll-free number, which will be used by customers to report trouble or other emergency situations affecting service. The 24 x 7 toll-free number is 888-773-4374. This toll-free number will be printed on the customers' monthly billing statements. Customers wishing to communicate with a Premiere customer service representative in writing may send written correspondence to:

Premiere Network Services, Inc.
Attention: Jaqi Peace
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115

5. Status of Premiere in Other States:

Premiere is in the process of becoming certified as a local service and access provider and interexchange carrier on a national scale. Premiere has received its certification authority in Texas, California, Florida, Colorado, Massachusetts, and New York. Premiere intends to complete certification applications in the remaining states, including Hawaii and Alaska within the next three months.

6. Financial, Managerial and Technical Qualifications:

Premiere possesses the managerial, technical and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below.

6.A. Financial Qualifications:

Premiere is financially qualified to render its proposed telecommunications services in Tennessee. At this time, Premiere provides pro-forma financial statements and a chart of accounts. These are submitted under **Exhibit D**. In particular, applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this Application. Premiere considers its financial information to be confidential and proprietary information. Financial information is also filed as **Exhibit D** with a protective order motion and has been submitted for filing in a sealed envelope and marked as highly sensitive material.

Premiere will strictly monitor its expenses, institute effective cost controls and keep its selling, general and administrative ("SG&A") expenses as a percent of gross revenues equal to if not better than the industry average.

As a result of the foregoing, as well as effective capital management measures Premiere intends to implement, Premiere expects to develop and maintain profitable growth. Thus, Premiere asserts that it has the financial resources necessary to operate as a competitive local service provider in Tennessee. This assertion applies to both the resale and facilities-based options.

6.B. Managerial Qualifications:

Premiere's senior management is highly skilled and has acquired considerable experience in the telecommunications industry. Management has had previous experience in both back office and front office tasks. Management has also directed issues relating to strategic planning, regulatory, budgeting, borrowing and investing. Profiles for key management personnel are contained in **Exhibit A.**

6.C. Technical Qualifications:

Premiere possesses the necessary qualifications to meet or exceed all technical specifications of providing local service. Premiere is aware of the industry standards for quality of service, billing practices and customer care. Premiere does not anticipate any problems and is fully committed to meeting or exceeding all quality of standards and billing practices. Technical qualifications are also shown in the key management personnel contained in **Exhibit A.**

7. Proposed Service Area:

Premiere proposes to offer telecommunications services for the geographic areas that exactly follow the geographic boundaries of the Incumbent Local Exchange Carriers (ILECs). Premiere will concentrate primarily in the geographic areas of Bell South. Lists of Bell South Exchanges are attached as **Exhibit E.**

Premiere's detailed twenty-four (24) month service plan can be provided to Commission staff upon request. Premiere considers the marketing plan proprietary and confidential and therefore, requests to Commission to view the plan separately from this Application.

8. Types of Local Exchange Services to be provided:

Primarily, Premiere intends to offer consumers in the State of Tennessee value-added options by not only being in a position to specify telecommunications enhancements which embrace emerging technologies, but to actively implement them from consumers. Premiere anticipates the scope of service will include, but not be limited to:

- \geq OC-12 SONET Access Facilities
- Asynchronous Transfer Mode Services (ATM)
- ISDN/ADSL Services
- T1/T3 services, including T1/T3 upgrades to SONET OC-n
- Integrated Wide Area Network Management Systems
- Fault-Tolerant Network Assemblies for Disaster Recovery

Premiere also anticipates offering services aimed at the following applications, utilizing a variety of Custom Network Services and Delivery Systems for:

- Native LAN Connectivity
- Supporting Business Resumption Centers
- Televaulting and Remote Data Archiving

- Teleradiology and Medical Applications
- Education
- Remote Service Applications

In order to provide a complete range of services, Premiere plans to provide the following traditional services.

- Local exchange and extended area service, toll restriction, call management features, touch tone, Caller ID services, and any other services available on a resale or unbundled network element basis from the incumbent local exchange carrier or other certificated carriers within Applicant's service area. Through its interconnection arrangements with incumbent local exchange carriers, Applicant will offer 911/E911 Emergency Services, white page directory listing and directory assistance, operator assisted calling, toll-free calling and operator services. Also, through its interconnection arrangements with the incumbent local exchange carriers, Premiere will offer access to the Tennessee Relay Center, provide free blocking for 900/976 type services as required by the Commission, Lifeline and Link-Up services to qualifying citizens and education's discounts, if applicable. Consumers within the State of Tennessee will not be required to purchase special customer premise equipment ("CPE") that would not be usable with other local service providers' systems.

Finally, Premiere is planning to provide the following Emerging Competitive Telecommunications Services:

- Advanced Features
- Premium Services
- InterLATA Toll Services
- IntraLATA Toll Services
- Switched Access Services
- Private Line Services

Premiere intends to launch service by reselling the services of and purchasing Unbundled Network Elements (UNEs) from the incumbent local exchange carriers in Tennessee. The UNEs Premiere proposes to purchase include Dark Fiber, High-Capacity Loops, ADSL, SDSL and XDSL Loops and Sub-Loop Components, local switching and local transport.

9. Small and Minority Owned Business Participation Plan:

Premiere will comply with the rules and regulations of the Tennessee Regulatory Authority regarding small and minority owned businesses. Premiere's participation plan is attached to this Application as **Exhibit F**.

10. Local Service Tariff:

Included with this Application is Premiere's local service tariff. It should be noted that the tariff is illustrative in nature and a final tariff will be filed with the

Tennessee Regulatory Authority prior to the commencement of service. The illustrative tariffs are entered as Exhibit G.

11. Toll Dialing Parity:

Entered, as Exhibit H is Premiere's plan for Toll Dialing Parity as required by the Tennessee Regulatory Authority for providers of voice grade services.

12. Statement of Compliance:

Premiere agrees to abide by all applicable statutes and all applicable Orders, rules and regulations entered and adopted by the Tennessee Regulatory Authority.

Respectfully submitted this 13 day of July, 2000

Respectfully Submitted,

Terri K. Firestein ^{NRH}

Terri K. Firestein

Consultant to Premiere Network Services, Inc.

COMPETITIVE COMMUNICATIONS GROUP

EXHIBITS

- | | |
|-----------|---|
| Exhibit A | Names & Address of Corporate Board Members & Officers |
| Exhibit B | Articles of Incorporation and amendments |
| Exhibit C | Authority to Transact Business in the State of Tennessee Certificate |
| Exhibit D | Pro-forma Financial Statements, Chart of Accounts & Financial Information |
| Exhibit E | Bell South Exchanges |
| Exhibit F | Participation Plan |
| Exhibit G | Illustrative Tariffs |
| Exhibit H | Toll Dialing Parity Plan |

EXHIBIT A

BOARD OF DIRECTORS & PRINCIPAL CORPORATE OFFICERS

Mr. Harold J. Erbs
Chairman of the Board
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8889

Mr. Eddie M. Pope
General Counsel
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8889

Ms. Sharon Wrobel
Secretary/Treasurer
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8889

Mr. Leo A. Wrobel
President and CEO
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8881

Archie Croom
VP, Engineering & Development
1510 North Hampton Road, Suite 120
DeSoto, Texas 75115
Telephone: 972-228-8881
Facsimile: 972-228-8889

CORPORATE OFFICER'S BIOGRAPHIES

Leo A. Wrobel

Premiere's President, Founder and CEO Leo A. Wrobel is a widely published, nationally recognized expert in Advanced Technology. Mr. Wrobel holds degrees in Telecommunications Systems Technology, Electronic Systems Technology and Business and Public Policy. An active author, lecturer and technical futurist, Mr. Wrobel has published nine books and dozens of trade articles on a variety of technical subjects, including:

Disaster Recovery Planning for Telecommunications © 1990 Artech House Books.

Writing Disaster Recovery Plans for Telecommunications Networks and LANS © 1993
Artech House Books

Understanding Emerging Network Services, Pricing and Regulation © 1995 Artech
House Books

Managing Emerging Technology for Strategic Advantage © 1995 Computer Economics,
Inc.

Mr. Wrobel possesses nearly two decades of experience including assignments with AT&T, a major mortgage banking company, and a host of other firms engaged in banking, brokerage, heavy manufacturing, telecommunications services and government.

Regis J. Bates Jr.

Mr. Bates is one of Premier's Senior Consultants. He has more than twenty-nine years of experience in telecommunications and management in information systems, with specific expertise in end user management, system integration, disaster recovery and avoidance, strategic planning cost reduction and containment. Mr. Bates, Jr. specializes in voice and data communications, technical training development and instruction. Mr. Bates, Jr. is an active lecturer and the author of numerous trade articles and books, including:

Disaster Recovery Planning: Networks, Telecommunications and Data

Communications, McGraw-Hill

Introduction to T1/T3 Networks, Artech House Books

Disaster Recovery for LANs, McGraw-Hill

Wireless Networked Communications: Concepts, Technology, and Implementation,
McGraw-Hill

EXHIBIT B

ARTICLES OF INCORPORATION AND AMENDMENTS

ARTICLES OF INCORPORATION
OF
PREMIERE NETWORK SERVICES, INC.

FILED
In the Office of the
Secretary of State of Texas
MAY 16 1986
Clerk I-A
Corporations Section

ARTICLE ONE.

The name of the corporation is PREMIERE NETWORK SERVICES, INC.

ARTICLE TWO.

The period of its duration is perpetual.

ARTICLE THREE.

The purpose for which the corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act and further, to buy, sell, and deal in real property, personal property, and service, subject to Part Four, Texas Miscellaneous Corporation Act.

ARTICLE FOUR.

The aggregate number of shares which the corporation shall have the authority to issue is One Hundred Thousand (100,000) shares with Ten Cents (10¢) per value.

ARTICLE FIVE.

The corporation will not commence business until it has received consideration of the value of One Thousand Dollars (\$1,000.00) consisting of money, labor done, or property actually received, for the issuance of its shares.

ARTICLE SIX.

The street address of its registered office is 17304 Preston Road, Suite 1429, Dallas, Texas 75252 and the name of the initial registered agent at this address is Leo A. Wrobel.

ARTICLE SEVEN.

The number of initial directors is two (2). The names and addresses of the initial directors are:

Leo A. Wrobel, 17304 Preston Road, Suite 1429, Dallas, Texas 75252
Harold J. Erba, 17304 Preston Road, Suite 1429, Dallas, Texas 75252

ARTICLE EIGHT.

The name and address of the incorporator is Carol Chapman-Kondra, 435 North Central Expressway, Richardson, Texas 75080.

IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of

May, 19 86.

Carol Chapman-Kondos
Carol Chapman-Kondos

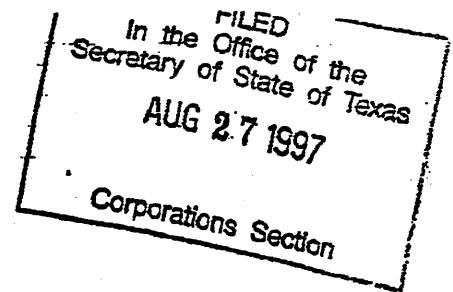
SWORN TO this 13 day of May, 19 86.

William L. Liles
Notary Public in and for the State
of Texas

My Commission Expires:

5/17/88

**ARTICLES OF AMENDMENT
OF
PREMIERE NETWORK SERVICES, INC.**



ARTICLE ONE

The name of the corporation is PREMIERE NETWORK SERVICES, INC.

ARTICLE TWO

The following amendments to the Articles of Incorporation were adopted on August 15, 1997, to be effective August 15, 1997.

ARTICLE FOUR is amended to read: The aggregate number of shares which the corporation shall have authority to issue is one million (1,000,000) shares of Common Stock of the par value of ONE AND NO/100 (\$1.00) DOLLARS per share.

ARTICLE SIX is amended to read: The street address of its registered office is 17304 North Preston Road, Suite 800, Dallas, Texas 75252 and the name of the initial registered agent at this address is Leo A. Wrobel.

ARTICLE THREE

The number of shares of the corporation outstanding and entitled to vote at the time of such adoption was 100,000.

ARTICLE FOUR

The number of shares voted for such amendments was 100,000; the number of shares voted against such amendments was zero.

ARTICLE FIVE

The manner in which any exchange, reclassification, or cancellation of issued shares provided for in the amendments shall be effected as follows: The 100,000 issued and outstanding shares

having a par value of Ten Cents (10¢) each shall be exchanged for 10,000 shares having a par value of ONE AND NO/100 (\$1.00) DOLLAR each.

ARTICLE SIX

The manner in which the change in stated capital is effected, and the amount of stated capital as changed, are as follows: NONE.

ATTEST:

PREMIERE NETWORK SERVICES,
INC., a Texas corporation

BY:

Leo A. Wrobel
LEO A. WROBEL, Sec.

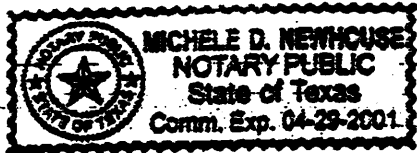
BY:

Leo A. Wrobel
LEO A. WROBEL, Pres.

STATE OF TEXAS §
COUNTY OF ELLIS §

BEFORE ME, a notary public, on this day personally appeared LEO A. WROBEL, President and Secretary of PREMIERE NETWORK SERVICES, INC., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL of office this 2nd day of August, 1997.



Michele D. Newhouse
Notary Public in and for the
State of Texas

ARTICLES OF AMENDMENT
OF
PREMIERE NETWORK SERVICES, INC.

FILED
In the Office of the
Secretary of State of Texas

SEP 4 1997

Corporations Section

ARTICLE ONE

The name of the corporation is PREMIERE NETWORK SERVICES, INC.

ARTICLE TWO

The following amendment to the Articles of Incorporation was adopted on August 27, 1997, to be effective August 27, 1997.

ARTICLE FOUR is amended to read: The aggregate number of shares which the corporation shall have authority to issue is one million (1,000,000) shares of Common Stock of the par value of TEN CENTS (10¢) per share.

ARTICLE THREE

The number of shares of the corporation outstanding and entitled to vote at the time of such adoption was 100,000.

ARTICLE FOUR

The number of shares voted for such amendment was 100,000; the number of shares voted against such amendment was zero.

ARTICLE FIVE

The manner in which any exchange, reclassification, or cancellation of issued shares provided for in the amendments shall be effected as follows: NONE

ARTICLE SIX

The manner in which the change in stated capital is effected, and the amount of stated capital as changed, are as follows: NONE.

ATTEST:

PREMIERE NETWORK SERVICES,
INC., a Texas corporation

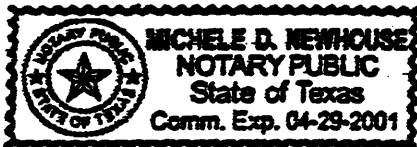
By: Sharon M. Wrobel
SHARON M. WROBEL, Sec.

By: Leo A. Wrobel
LEO A. WROBEL, Pres.

STATE OF TEXAS §
COUNTY OF ELLIS §

BEFORE ME, a notary public, on this day personally appeared LEO A. WROBEL, President and SHARON M. WROBEL, Secretary of PREMIERE NETWORK SERVICES, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER BY HAND AND SEAL of office this 2nd day of September, 1997.



Michele D. Newhouse
Notary Public in and for the
State of Texas

FILED
In the Office of the
Secretary of State of Texas
DEC 15 1998
Corporations Section

The name of the corporation is **PREMIERE NETWORK SERVICES, INC.**

The following amendment to the Articles of Incorporation was adopted on December 8, 1998, to be effective December 8, 1998.

ARTICLE FOUR is amended to read: The aggregate number of shares which the corporation shall have the authority to issue is ~~ten million~~ (10,000,000) shares of Common Stock of the par value of ONE CENT (1¢) per share.

The number of shares for the corporation outstanding and entitled to vote at the time of such adoption was 173,500.

The number of shares voted for such amendment was 173,500, the number of shares voted against such amendment was zero.

The manner in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected as follows:

Ten (10) shares of one cent (1¢) stock shall be exchanged for one (1) share of ten cent (10¢) stock.

par value par value

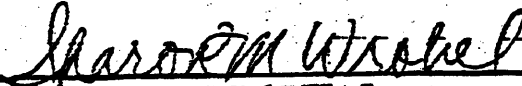
ARTICLE SIX

The manner in which the change in stated capital is effected, and the amount of stated capital as changed, are as follows: NONE

PREMIERE NETWORK SERVICES, INC., a
Texas corporation

By: 
LEO A. WROBEL, President

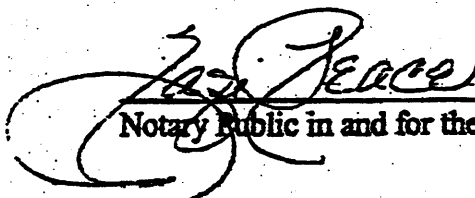
ATTEST:

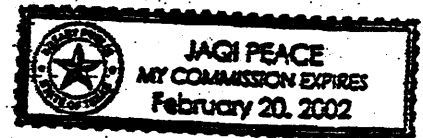

SHARON M. WROBEL, Secretary

STATE OF TEXAS §
COUNTY OF ELLIS §

BEFORE ME, a notary public, on this day personally appeared LEO A. WROBEL, President and SHARON M. WROBEL, Secretary, of PREMIERE NETWORK SERVICES, INC., a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing document, and being by me first duly sworn, declared that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of
December, 1998.


Notary Public in and for the State of Texas



2002 FEB 20 11:00 AM

EXHIBIT C

**AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TENNESSEE
CERTIFICATE**

Secretary of State

Corporations Section

James K. Polk Building, Suite 1800

Nashville, Tennessee 37243-0306

DATE: 02/04/00
REQUEST NUMBER: 3620-0546
TELEPHONE CONTACT: (615) 741-2280
FILE DATE/TIME: 02/04/00 0905
EFFECTIVE DATE/TIME: 02/04/00 0905
CONTROL NUMBER: 0384118

TO:
COMPETITIVE COMMUNICATIONS GROUP LLC
% SHARON McDONALD
6811 KENILWORTH AVE
RIVERDALE, MD 20737

RE:
PREMIERE NETWORK SERVICES, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY ON DATE: 02/04/00
FOR PROFIT

FROM:
COMPETITIVE COMMUNICATIONS GROUP LLC
6811 KENILWORTH AVE.
STE. 302
RIVERDALE, MD 20737 1333

RECEIVED: FEE \$600.00
TOTAL PAYMENT RECEIVED: \$600.00
RECEIPT NUMBER: 00002614340
ACCOUNT NUMBER: 00292060



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

EXHIBIT D

PRO-FORMA FINANCIAL STATEMENTS, CHART OF ACCOUNTS & FINANCIAL INFORMATION

Premiere considers its financial information to be confidential and proprietary information. Financial information is filed with a protective order motion and has been submitted for filing in a sealed envelope and marked as highly sensitive material.

Account Listing

March 2, 2000

Account	Type
Cash	Bank
Cash:PNSI - Chase-Operating	Bank
Cash:PNSI - Chase-Payroll	Bank
Cash:PNSI - Bank One	Bank
Cash:PNSI - Bank One:Credit Adjustment	Bank
Cash:Petty Cash	Bank
Cash:Undeposited Funds	Bank
Trade Accounts Receivable	Accounts Receivable
Settlement Compensation Rec	Accounts Receivable
Settlement Compensation Rec:Settlement Receivable	Accounts Receivable
Settlement Compensation Rec:Settlement reduction	Accounts Receivable
Payroll Advance	Other Current Asset
Undeposited Funds	Other Current Asset
Inventory Asset	Other Current Asset
Notes Receivable	Other Current Asset
Notes Receivable:NR-Bryan Bonham	Other Current Asset
Notes Receivable:NR-Bill Maybaum	Other Current Asset
Notes Receivable:NR-MaryBeth Granzow	Other Current Asset
Notes Receivable:NR-Sandra Williams	Other Current Asset
Notes Receivable:NR-Harold Erbs	Other Current Asset
Notes Receivable:NR-Sarah Wrobel	Other Current Asset
Notes Receivable:NR-Dave Mowery	Other Current Asset
Notes Receivable:NR-Chavvyn Smith	Other Current Asset
Notes Receivable:NR-Jacquetta L. Peace	Other Current Asset
Notes Receivable:NR-Archie Croom	Other Current Asset
Notes Receivable:NR-Sharon Wrobel	Other Current Asset
Notes Receivable:NR-Leo Wrobel	Other Current Asset
Receivable from Shareholder	Other Current Asset
Receivable from Shareholder:Advance-Travel	Other Current Asset
Receivable from Shareholder:Book Sale	Other Current Asset
Receivable from Shareholder:Affiliates	Other Current Asset
Receivable from Shareholder:Affiliates:incorp Exp P.A.	Other Current Asset
Receivable from Shareholder:Affiliates:Lobby Consultg	Other Current Asset
Receivable from Shareholder:Affiliates:Speech/Article Royalties	Other Current Asset
Receivable from Shareholder:Affiliates:Fees to Affiliates	Other Current Asset
Land	Fixed Asset
Office Equipment & Furniture	Fixed Asset
Accumulated Depreciation	Fixed Asset
Deposits	Other Asset
Certification	Other Asset
Certification:Certification	Other Asset
Certification:Amortization	Other Asset
Organization Cost	Other Asset
Accumulated Amortization	Other Asset
Interest Payable	Other Current Liability
Sales Tax Payable	Other Current Liability
Taxes/Fees Payable (Tele Svcs)	Other Current Liability
Taxes/Fees Payable (Tele Svcs):LOCAL MTA TAX	Other Current Liability

Account Listing

March 2, 2000

Account	Type
Taxes/Fees Payable (Tele Svcs):Local Special Tax	Other Current Liability
Taxes/Fees Payable (Tele Svcs):Local 911 Tax	Other Current Liability
Taxes/Fees Payable (Tele Svcs):Local Sales Tax	Other Current Liability
Taxes/Fees Payable (Tele Svcs):State Sales Tax	Other Current Liability
Taxes/Fees Payable (Tele Svcs):Federal Excise Tax	Other Current Liability
Accrued Expenses	Other Current Liability
Accrued Expenses:Accrued Commissions	Other Current Liability
Payroll Liabilities	Other Current Liability
Payroll Liabilities:Federal Withholding	Other Current Liability
Payroll Liabilities:Medicare	Other Current Liability
Payroll Liabilities:Social Security	Other Current Liability
Payroll Liabilities:FUTA	Other Current Liability
Payroll Liabilities:SUTA	Other Current Liability
Notes Payable	Other Current Liability
Notes Payable:NP - Associates Capital LOC	Other Current Liability
Notes Payable:NP - AmEx Optima LOC	Other Current Liability
Notes Payable:NP - Leo Wrobel	Other Current Liability
Notes Payable:NP - Premiere Affiliates	Other Current Liability
Notes Payable:NP - Harold Erbs LOC	Other Current Liability
Notes Payable:NP - AMC Tel Prof Shar	Other Current Liability
Common Stock	Equity
Common Stock:Stock Options	Equity
Common Stock:Paid-in Capital	Equity
Common Stock:Stock Sale	Equity
Paid-in Capital - Stock Sale	Equity
Earnings Distribution	Equity
Opening Bal Equity	Equity
Retained Earnings	Equity
Telephone Service Operations	Income
Telephone Service Operations:Basic Service	Income
Telephone Service Operations:Special Assemblies (ICB)	Income
Telephone Service Operations:Private C. O.	Income
Telephone Service Operations:XDSL	Income
Telephone Service Operations:Access Arbitrage	Income
Telephone Service Operations:Broadband Service	Income
Telephone Service Operations:Local Surcharge	Income
Telephone Service Operations:Non Inc Surcharge	Income
Telephone Service Operations:Expanded Calling Surcharge	Income
Telephone Service Operations:Service Charges	Income
Settlement Compensation	Income
Consulting	Income
Engineering & Setup Fees	Income
Seminar/Speaking	Income
Miscellaneous Income	Income
Other Income	Income
Other Income:Interest - Notes Receivable	Income
Sales Commission	Cost of Goods Sold
Settlement Comp Exp	Cost of Goods Sold

Account Listing

March 2, 2000

Account	Type
Cost of Goods Sold-Telephone	Cost of Goods Sold
Less Refund of Overcharge	Cost of Goods Sold
Uncategorized Expenses	Expense
Operating Exp - General	Expense
Operating Exp - General:Internet and Long Distance	Expense
Operating Exp - General:Meals and Entertainment	Expense
Operating Exp - General:Outside Services	Expense
Operating Exp - General:Outside Services:Service Processing Center	Expense
Operating Exp - General:Outside Services:Legal Reimbursements	Expense
Operating Exp - General:Outside Services:Certifications & Interconnect	Expense
Operating Exp - General:Seminar Expense	Expense
Operating Exp - General:Travel	Expense
Payroll Expenses	Expense
Payroll Expenses:Salaries and Wages	Expense
Payroll Expenses:Bonus/Commissions	Expense
Payroll Expenses:Payroll Taxes	Expense
Payroll Expenses:FUTA	Expense
Payroll Expenses:SUTA	Expense
Payroll Expenses:Taxes/Payroll	Expense
Sales and Marketing	Expense
Sales and Marketing:Advertising	Expense
Sales and Marketing:Printing & Copying Services	Expense
General and Administrative	Expense
General and Administrative:Real Estate	Expense
General and Administrative:Automotive	Expense
General and Administrative:Bad Debt	Expense
General and Administrative:Bank Service Charges	Expense
General and Administrative:Cell Phone/Pager	Expense
General and Administrative:Comptr/Softwr (Expendable<\$500)	Expense
General and Administrative:Consulting / Training	Expense
General and Administrative:Contract Labor	Expense
General and Administrative:Contributions/Donations	Expense
General and Administrative:Depreciation	Expense
General and Administrative:Dues and Subscriptions	Expense
General and Administrative:Equip & Furn (Expendable,<\$500)	Expense
General and Administrative:Equipment Lease	Expense
General and Administrative:Fee to Premiere Affiliates	Expense
General and Administrative:Insurance	Expense
General and Administrative:Insurance:Employee Medical	Expense
General and Administrative:Insurance:Employee Medical:Dental Insuran	Expense
General and Administrative:Insurance:Auto Insurance	Expense
General and Administrative:Insurance:D & O Insurance	Expense
General and Administrative:Insurance:Life Insurance	Expense
General and Administrative:Insurance:Medical Insurance (Leo)	Expense
General and Administrative:Interest/Finance Charges	Expense
General and Administrative:Licenses & Permits	Expense
General and Administrative:Maintenance & Repairs	Expense
General and Administrative:Miscellaneous	Expense

Account Listing

March 2, 2000

Account	Type
General and Administrative:Office Supplies	Expense
General and Administrative:Postage/Delivery	Expense
General and Administrative:Professional Fees	Expense
General and Administrative:Professional Fees:Board Meeting	Expense
General and Administrative:Professional Fees:Accounting	Expense
General and Administrative:Professional Fees:Director Fees	Expense
General and Administrative:Professional Fees:Legal	Expense
General and Administrative:Registered Agent Fee	Expense
General and Administrative:Rents	Expense
General and Administrative:Repairs	Expense
General and Administrative:Repairs:Offices	Expense
General and Administrative:Repairs:Equipment	Expense
General and Administrative:Taxes, Corporate	Expense
General and Administrative:Taxes, Corporate:Franchise-Texas	Expense
General and Administrative:Taxes, Corporate:Federal	Expense
General and Administrative:Taxes, Corporate:State Sales	Expense
General and Administrative:Taxes, Corporate:Franchise Expense -Forei	Expense
General and Administrative:Taxes, Corporate:Property	Expense
General and Administrative:Technical Publications	Expense
General and Administrative:Training/Education	Expense
Amortization	Expense
Legal Settlement	Other Income
Overhead Allocation	Other Income
Purchase Orders	Non-Posting

EXHIBIT E

BELL SOUTH EXCHANGES

INITIAL LOCAL SERVICE DEPLOYMENT AREAS FOR PREMIERE NETWORK SERVICES, INC.

Adams-Cedar Hill	Clarksville	Etowah
Arlington	Cleveland	Fairview
Ashland City	Clinton	Fayetteville
Athens	Collierville	Flintville
Bean Station	Columbia	Fork Ridge
Bells	Copper Basin	Franklin
Bent Creek	Covington	Fredonia
Benton	Cross Plains-Orlinda	Gallatin
Bethel Springs	Culleoka	Gatlinburg
Big Sandy	Cumberland City	Georgetown
Blanche	Cumberland Gap	Gibson
Bolivar	Cunningham	Gleason
Brownsville	Dandridge	Goodlettsville
Bulls Gap	Dayton	Grand Junction
Camden	Decatur	Greenback
Carthage	Dickson	Greenbrier
Cedar Grove	Dover	Greenfield
Centerville	Dyer	Halls
Charleston	Dyersburg	Hampshire
Charlotte	East Sango	Harriman
Chattanooga	Eagleville	Hartsville
Chestnut Hill	Elkton	Henderson

<p>INITIAL LOCAL SERVICE DEPLOYMENT AREAS FOR PREMIERE NETWORK SERVICES, INC.</p>
--

Hendersonville	Loudon	Newport
Henning	Lyles	Normandy
Hohenwald	Lynchburg	Norris
Hornbeak	Lynnville	North Spring Hill
Humboldt	Madisonville	Oak Ridge
Huntingdon	Manchester	Old Hickory
Huntland	Maryville	Oliver Springs
Jackson	Mascot-Strawberry Plains	Palmyra
Jasper	Maynardville	Paris
Jefferson City	McEwen	Petersburg
Jellico	McKenzie	Pleasant View
Kenton	Medina	Portland
Kingston	Memphis Metro Zone	Pulaski
Kingston Springs	Michie	Ridgely
Knoxville	Middletown	Ripley
LaFollette	Milan	Rockwood
LaGrange	Morristown	Rogersville
Lake City	Moscow	Sango
Lawrenceburg	Mount Pleasant	Santa Fe
Lebanon	Murfreesboro	Savannah
Lenior City	Nashville	Selmer
Lewisburg	Newbern	Sevierville

<p>INITIAL LOCAL SERVICE DEPLOYMENT AREAS FOR PREMIERE NETWORK SERVICES, INC.</p>
--

Sewanee	Trenton
Shelbyville	Triune
Smyrna	Troy
Sneedville	Tullahoma
Soddy-Daisy	Union City
Solway	Vanieer
Somerville	Wartrace
South Cunningham	Watertown
South Fredonia	Waverly
South Fulton	West Sweetwater
South Guthrie	West Vanleer
South Oak Grove	West Whiteville
South Pittsburg	White Bluff
Spencer Mill	White House
Spring City	White Pine
Springfield	Whiteville
Spring Hill	Whitwell
Summertown	Williamsport
Surgoinsville	Winchester
Sweetwater	
Tiptonville	

EXHIBIT F
PARTICIPATION PLAN

Small and Minority Owned Business Participation Plan

Policy Statement

It is the policy of Premiere Network Services, Inc. ("Premiere") to provide maximum practicable opportunity for Small Businesses, Small Disadvantaged Businesses, and Women-Owned Businesses to compete for subcontracts awarded by Premiere on a fair and equal basis with all suppliers and contractors. Premiere is committed to the identification and selection of qualified businesses in these categories, and encourages their participation by familiarizing them with Premiere's procurement requirements.

Further, it is the policy of the Company to pay its subcontractors in a timely manner, pursuant to the terms of their subcontracts, and that its contractors establish procedures to ensure timely payment to Small Business and Small Disadvantaged Business concerns.

This program is specifically directed toward complying with Federal Acquisition Regulation (FAR 19.704), Public Law 95-507, and other related law and regulations.

Definitions

Small Business Concern - means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in 13 CFR, part 121 (see FAR 19.102).

Small Disadvantaged Business Concern - means a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially or economically disadvantaged individuals and has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian Tribe or native Hawaiian Organization and meets the requirements of 13 CFR Part 124.

Women-Owned Business - is a small business that is at least 51 percent owned by a woman or women who also control and operate the business.

- a. Control means exercising the power to make policy decisions.
- b. Operate means being actively involved in the day-to-day management.

Goals

Premiere provides a "Commercial Product", as defined in FAR 52.219.9. Accordingly, in developing its annual purchasing goals, those goals will be based upon contracts for regular commercial sales.

Products and Services Included in This Plan

The principal products and services included in this plan are:

1. Switching and Transmission Equipment.
2. Contract Labor.
3. Printed Forms.
4. Office Supplies - Furniture, Packing Materials, Stationery, Machines, and Data Supplies.
5. General Building Construction.
6. Janitorial/Landscape/Yard Sweeping/Refuse Collection.
7. Building Maintenance.
8. Outside Plant Construction.
9. Tools/Test Equipment.
10. Equipment Leasing.
11. Software.
12. Equipment Rehabilitation and Assembly.
13. Other (including, but not limited to, audio, photographic, moving, catering, etc.)

Items 2 through 13 are anticipated to have the greatest opportunities for Small Business and Small Disadvantaged Business participation.

Record Keeping and Compliance/Reporting

Premiere will maintain, on a company-wide basis, records showing procedure adopted to comply with the terms of this plan, including source lists of Small, Small Disadvantaged, and Women-Owned Businesses; awards to businesses on the source list; and participation in educational programs, trade shows, and minority fund raising council activities. The records shall also include:

1. Organizations contacted in an attempt to locate sources that are Small or Small Disadvantaged Businesses.
2. Records on each subcontract solicitation resulting in an award of more than \$100,000.00 indicating (a) if Small Business Concerns were solicited, and if not, why; (b) if Small Disadvantaged Business Concerns were solicited, and if not, why; and (c) if applicable, the reason why an award was not made to a Small Business Concern.

3. Records on any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate Small and Small Disadvantaged Business sources.
4. Records on internal guidance and encouragement provided to buyers through (a) workshops, seminars, and training, and (b) monitoring performance to evaluate compliance with the program's requirements.

Premiere will cooperate in any surveys or studies, as may be required; submit periodic reports in order to allow the government to determine the extent of compliance. Premiere reserves the right to designate as "confidential" or "proprietary" certain documents, reports, surveys, or studies.

Administration

Premiere' Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Premiere' full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Mr. Leo A Wrobel, President, Founder and CEO
Premiere Network Services, Inc.
1510 North Hampton Road
Suite 120
DeSoto, Texas 75115
Phone: (972) 228-8881
Fax: (972) 228-8889

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with the rules and orders of the Michigan Public Service Commission.
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Michigan Public Service Commission, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Michigan Public Service Commission, other agencies of the State of Michigan, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.

- (6) Providing records and reports and cooperates in any authorized surveys as required by the Michigan Public Service Commission.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Premiere and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

EXHIBIT G
ILLUSTRATIVE TARIFFS

Tariff Schedules
Applicable to
Intrastate Local Exchange
Telephone Services
of
Premiere Network Services, Inc.

Issued:

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DeSoto, TX 75115

Effective:

CHECK SHEET

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original	31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
12	Original	43	Original
13	Original	44	Original
14	Original	45	Original
15	Original	46	Original
16	Original	47	Original
17	Original	48	Original
18	Original	49	Original
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		

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TABLE OF CONTENTS

<u>Subject Matter</u>	<u>Sheet No.</u>
Title Sheet	1
Tariff Check Sheet	2
Table of Contents	3
Preliminary Statement	4
Explanation of Symbols	4
Service Area Map	5
Rules	
Rule 1 - Definitions	6
Rule 2 - Description of Service	8
Rule 3 - Application for Service	9
Rule 4 - ICB Contracts	10
Rule 5 - Special Information Required on Forms	11
Rule 6 - Establishment and Reestablishment of Credit	13
Rule 7 - Deposits and Advance Payments	14
Rule 8 - Notices	15
Rule 9 - Rendering & Payment of Bills	19
Rule 10 - Disputed Bills	20
Rule 11 - Discontinuance and Restoration of Service	21
Rule 12 - Information to Be Provided to the Public	23
Rule 13 - Continuity of Service	24
Rule 14 - Limitation of Liability	25
Rule 15 - Use of Service for Unlawful Purposes	27
Rule 16 - Change of Service Provider	28
Rule 17 - 911 Emergency Service	29
Rule 18 - Return Check Charge	30
Rule 19 - Discounts for Qualifying Public Service Agencies	38

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TABLE OF CONTENTS (Cont'd)

<u>Subject Matter</u>	<u>Sheet No.</u>
Taxes and Surcharges	33
SECTION 1	
Basic Services	
Service Charges	34
Basic Business Service	34
Business PBX Trunk Service	36
Business Direct Inward Dialing Service	37
Residential Service	39
Residential Lifeline Service	41
SECTION 2	
Custom Calling Services	44
SECTION 3	
Miscellaneous Services	47

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PRELIMINARY STATEMENT

Premiere Network Services, Inc. (the "Company") has been granted authority by the Tennessee Regulatory Authority (TRA) to provide resold and facilities-based competitive local exchange, interLATA, and non-local exchange intraLATA services within the State of Tennessee. According to Tennessee Code annotated 7-52-401, et. Seq. in areas certified to the Company by the TRA. This tariff schedule contains effective rates and rules together with information relating to and applicable to intrastate local exchange service provided by the Company in Tennessee.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition, which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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SERVICE AREA MAP

The Company provides competitive local exchange service in Tennessee within the service territories of BellSouth. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the Tennessee Regulatory Authority by BellSouth.

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RULES

Rule 1 - Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this tariff and in special contract for local exchange service.

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Base Rate Area: The term "base rate area" means a closely built up section of an exchange area as shown in the effective and current tariffs of the Incumbent LECs.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Commission: The term "Commission" means the Tennessee Regulatory Authority.

Company: The term "Company" or "Utility" means Premiere Network Services, Inc.

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

Evening: The term "Evening," when used for purposes of applying rates, means 5:00p.m. to 11:00p.m., Monday through Friday, including Holidays.

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RULES (Cont'd)

Rule 1 - Definitions (Cont'd)

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Incumbent LEC: The term "Incumbent LEC" means any of the following local exchange carriers: Bell Atlantic and SBC.

Local Calling Area: The term "Local Calling Area" means either: (i) rate area in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs; or (ii) the extended service areas in which the Subscriber's premises is located, as shown in the current and effective tariffs of the Incumbent LECs.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Major Rate Increase: The term "major rate increase" means an increase that is not a Minor Rate Increase.

Minor Rate Increase: The term "minor rate increase" means an increase that, on a cumulative basis with other increases that took effect within the prior 12 months, is both less than 1% of the Company's total intrastate revenue and less than 5% of the affected service's rates.

Night: The term "Night," when used for purposes of applying rates, means 11:00p.m. to 8:00a.m., Monday through Friday, including Holidays.

Non-Published or Unlisted Service: The term "non-published" or "unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Subscriber: The term "Subscriber" means the firm, company, corporation, or other entity that contracts for service under this tariff or a special contract and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

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RULES (Cont'd)

Rule 2 - Description of Service

- A. The Company provides business and residential local exchange telephone services between points within the base rate areas of local exchanges served by the Incumbent LECs as shown on the Company's maps contained herein or as incorporated by reference herein.

B. Demarcation

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as specified in the demarcation tariff schedules of Incumbent LECs.

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RULES (Cont'd)Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. At the time of all initial contacts for service, Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs. In addition, Applicants will be informed of their right to request blocking of access to 900 and 976 pay-per-call information services.
- C. In the event the Company accepts an oral or written request for service, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges that will appear on the customer's bill. The letter will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any non-recoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or non-recoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

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Effective:

RULES (Cont'd)

Rule 4 - ICB Contracts

- A. Deviations from the rates, terms, and conditions specified in this tariff schedule are not permitted except by special contract.
- B. Each contract shall be provided on a non-discriminatory basis and shall include provisions for term of contract and the ICB pricing.

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RULES (Cont'd)Rule 5 - Special Information Required on FormsA. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for telephone service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

"If you believe you have been billed incorrectly you may file a complaint with the Tennessee Regulatory Authority, Consumer Services Division, 460 James Robertson Parkway, Nashville, Tennessee 37243-0505. This Department may also be reached toll-free at 1-800-342-8359, or FAX Line: 1-615-741-8953."

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Effective:

RULES (Cont'd)

Rule 5 - Special Information Required on Forms (Cont'd)

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

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Effective:

RULES (Cont'd)

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

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RULES (Cont'd)Rule 7 - Deposits and Advance PaymentsA. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed twice the estimated average bill for the class of service applied for.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: Interest rates are determined by the Tennessee Regulatory Authority. Interest on deposits are calculated and rounded to the nearest one-tenth of one percentage point, except that in no event shall the rate be less than one and one-half percent. Interest shall be credited semi-annually to the service account of the Subscriber or paid upon return of the deposit, which ever occurs first.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered.
2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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1510 North Hampton Road, Suite 120
De Soto, TX 75115

Effective:

RULES (Cont'd)

Rule 8 - Notices

A. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No customer notice is required for minor rate increases or for rate decreases. Subscribers will be advised of optional service plans in writing as they become available. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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Effective:

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

C. Discontinuance of Service (Cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:
 - a. The name and address of the Subscriber.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
 - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
 - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
 - g. The telephone number of the Commission's Consumer Affairs Branch where the Subscriber may direct inquiries.
 - h. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

D. Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

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Effective:

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

E. Privacy

The Company will, in accordance with the provisions below, furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of 800, 888, and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

RULES (Cont'd)

Rule 8 - Notices (Cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. The Commission identification number or its registration to operate as a telecommunications corporation within Connecticut.
2. The address and telephone number of the Commission to verify its authority to operate.
3. A copy of the Consumer Protection Regulations adopted by the Commission applicable to local exchange services provided by the Company.
4. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
5. A full disclosure of all fictitious names under which the Company operates.
6. The names of billing agents the Company uses in place of performing the billing function itself.

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RULES (Cont'd)Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 15 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 15 days from the due date to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1-1/2% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a six-month backbilling period.

RULES (Cont'd)

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection in accordance with the Company's tariff.

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Effective:

RULES (Cont'd)Rule 11 - Discontinuance and Restoration of ServiceA. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 15 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of Rule 16.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

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RULES (Cont'd)

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

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Effective:

RULES (Cont'd)

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule will be available for public inspection during regular business hours in the Company's business office.
- B. A copy of this tariff will be provided by the Company on request upon payment of a nominal fee to cover postage and copying costs.

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Effective:

RULES (Cont'd)

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance.

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RULES (Cont'd)Rule 14 - Limitation of LiabilityA. Liability of the Company

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
3. The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.
4. Except as provided in section A.3, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this tariff up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.
5. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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RULES (Cont'd)Rule 14 - Limitation of Liability (Cont'd)A. Liability of the Company (Cont'd)

6. Subject to Section A.3 of this rule, the Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error occurred.
7. The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.
8. The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

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Effective:

RULES (Cont'd)

Rule 15 - Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection as determined by a court.

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RULES (Cont'd)Rule 16 - Change of Service ProviderA. Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine may apply for each violation of this rule.

B. Unauthorized Service Termination and Transfer

The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the Subscriber's service to the original carrier without charge to the Subscriber. All billings during the unauthorized service period shall be refunded to the applicant or Subscriber. A penalty or fine payable to the Commission may apply to each violation of this rule. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

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RULES (Cont'd)

Rule 17 - 911 Emergency Service

End users may access 911 emergency service over the Company's facilities at no charge to Subscribers or end users.

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Effective:

RULES (Cont'd)

Rule 18 - Returned Check Charge

- A. If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$25.00 will added to the amount due.
- B. If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.
- C. If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.

RULES (Cont'd)Rule 19 - Discounts for Qualifying Public Service Agencies

The Company may provide certain services at discounted rates to qualified public service agencies. The provision of discounted services is contingent on the continued availability to the Company of funding from the Commission. Eligibility criteria and the identification of services and discounts available under this rule are as specified below.

1. Qualifying Schools and Libraries

Public or nonprofit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, and libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 U.S.C § 335c, et seq.), shall be entitled to receive, if offered by the Company under its tariff at the time service is requested, measured business service, switched 56, Integrated Services Digital Network ("ISDN"), T-1 services, or DS-3, or their functional equivalents at rates that are 50% below the tariff rates charged to other business for those services. There is no limit on the number of subsidized lines that a qualifying school or library may have. For the purposes of this rule, Basic Business Service, Facilities Based Business Service, and Direct Digital Telephone Service are deemed to be functional equivalents to one or more of such services.¹

2. Qualifying Hospitals and Health Clinics

Municipal and county government owned and operated hospitals and health clinics shall be entitled to receive, if offered by the Company under its tariff at the time service is requested, switched 56, ISDN, T-1 services, or DS-3, or their functional equivalents at rates that are 20% below the tariff rates charged to other businesses for those services.¹

¹ Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

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RULES (Cont'd)

Rule 19 - Discounts for Qualifying Public Service Agencies (Cont'd)

3. Qualifying Community Based Organizations

Organizations described in 26 U.S.C. §§ 501(c)(3) or 501(d) that offer health care, job training, job placement, or educational instruction shall, upon furnishing proof of such qualifications, be entitled to receive, if offered by the Company under its tariff at the time service is requested, switched 56, ISDN, or T-1 services, or their functional equivalents at rates that are 25% below the tariff rates charged to other businesses for that service. Such organizations shall be limited to a total number of: two switched 56 lines or their functional equivalents; two ISDN lines or their functional equivalents; one switched 56 line or its functional equivalent and one ISDN line or its functional equivalent; or one T-1 line or its functional equivalent.¹

¹ Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, whether set forth herein or established by special contract, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company's intrastate telecommunications services.

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SECTION 1 BASIC SERVICES**A-1 Service Charges**

4. **Connection Charge:** A non-recurring charge which applies to the installation of new service, the transfer of an existing service to a direct location or a change from one class of service to another at the same or a different location. Connection Charges are listed with each service to which they apply.
5. **Service Restore Charge:** A non-recurring charge applying each time service is reconnected after suspension or termination for nonpayment but before cancellation of service.

A-2 Basic Business Service**1. Applicability**

These rates are applicable to business service.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates**4. Flat Rate Service, monthly recurring charge:**

Rate Class 1	\$ 28.33
Rate Class 2	\$ 31.03
Rate Class 3	\$ 33.73
Rate Class 4	\$ 36.43
Rate Class 5	\$ 39.13

Service Establishment, non-recurring charge:¹ \$ 65.00

b. Measured Usage Service, monthly recurring charge:

Rate Class 1	\$ 20.12
Rate Class 2	\$ 20.12
Rate Class 3	\$ 20.12
Rate Class 4	\$ 20.12
Rate Class 5	\$ 20.12

Service Establishment, non-recurring charge:¹ \$ 65.00

Usage Charges (per minute):

- | | |
|--------------|-----------|
| (1) Peak | \$ 0.0350 |
| (2) Off-Peak | \$ 0.0245 |

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SECTION 1 BASIC SERVICES (Cont'd)

A-2 Basic Business Service

3. Rates (Cont'd)

c. Message Service, monthly recurring charge:

Rate Class 1	\$ 19.90
Rate Class 2	\$ 21.79
Rate Class 3	\$ 23.68
Rate Class 4	\$ 25.57
Rate Class 5	\$ 27.46

Service Establishment, non-recurring charge:¹\$ 65.00

Usage Charges(per call): \$ 0.135

Call Allowance: 90

d. Hunting Service Charge

Installation Charge (non-recurring):

\$ ICB

(Per line arranged for hunting, per month):

\$ ICB

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Effective:

SECTION 1 BASIC SERVICES (Cont'd)A-3 Business PBX Trunk Service1. Applicability

These rates are applicable to business basic PBX trunk services.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

a. Monthly Recurring Charges:

20 DID Station Numbers	\$ 10.40
DID Trunk Termination, First Trunk	\$ 13.50
DID Trunk Termination, First Trunk	\$ 13.50

b. Non-recurring Charges:

20 DID Station Numbers	\$ 65.00
DID Trunk Termination, First Trunk	\$ 733.50
DID Trunk Termination, First Trunk	\$ 56.79

In addition to the Non-recurring Charges listed below, Service Order Charges apply as described in this tariff.

c. Usage:

Basic Business Service usage rates apply.

d. Hunting Service Charge

Installation Charge (non-recurring):	\$ ICB
(Per trunk line arranged for hunting, per month):	\$ ICB

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SECTION 1 BASIC SERVICES (Cont'd)A-4 Business Direct Inward Dialing Service1. Applicability

These rates are applicable to direct inward dialing service to PBX systems.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
First 200 DID station numbers (per each 100 numbers in same trunk group, per service order):	\$ ICB	\$ ICB
Over 200 DID station numbers (per each 100 numbers in same trunk group, per service order):	\$ ICB	\$ ICB
Block of 20 DID station numbers in the same trunk group:	\$ ICB	\$ ICB
Change Charge to remove or add numbers within a block of DID numbers:	\$ ICB	None
Circuit termination (per trunk in each trunk group)		\$ ICB

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SECTION 1 BASIC SERVICES (Cont'd)

A-4 Business Direct Inward Dialing Service (Cont'd)

4. Special Terms and Conditions

- a. DID service must be provided on all lines in each trunk group arranged. Each DID trunk group will be considered a separate service. If non-DID trunks are furnished, they must be in a separate trunk group from the DID service trunks.
- b. PBX Trunk Service, provided in accordance with this tariff, is required in sufficient quantities to meet traffic demands. Charges for such service are in addition to charges for DID service.

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SECTION 1 BASIC SERVICES (Cont'd)A-5 Residential Service1. Applicability

These rates are applicable to residential service.

2. Territory

Within the base rate areas of all exchanges served by the Company.

3. Rates

4. Flat Rate Service, monthly recurring charge:

Rate Class 1	\$ 10.53
Rate Class 2	\$ 11.53
Rate Class 3	\$ 12.53
Rate Class 4	\$ 13.53
Rate Class 5	\$ 14.53

Service Establishment, non-recurring charge:¹ \$ 45.00

b. Measured Usage Service, monthly recurring charge:

Rate Class 1	\$ 7.45
Rate Class 2	\$ 7.45
Rate Class 3	\$ 7.45
Rate Class 4	\$ 7.45
Rate Class 5	\$ 7.45

Service Establishment, non-recurring charge:¹ \$ 45.00

Usage Charges (per minute):

(1) Peak	\$ 0.0350
(2) Off-Peak	\$ 0.0245

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Effective:

SECTION 1 BASIC SERVICES (Cont'd)A-5 Residential Service (Cont'd)3. Rates (Cont'd)

c. Message Service, monthly recurring charge:

Rate Class 1	\$ 7.37
Rate Class 2	\$ 8.07
Rate Class 3	\$ 8.77
Rate Class 4	\$ 9.47
Rate Class 5	\$ 10.17

Service Establishment, non-recurring charge:¹\$ 45.00

Usage Charges(per call): \$ 0.135

Call Allowance: 30

d. Hunting Service Charge

Installation Charge (non-recurring):

\$ ICB

(Per line arranged for hunting, per month):

\$ ICB

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Effective:

SECTION 1 BASIC SERVICES (Cont'd)

A-6 Residential Lifeline Service

1. Special Terms and Conditions

- a. Lifeline service is provided only to the Subscriber's principal residence. The Subscriber's principal residence comprises the entire portion of the Subscriber's house, flat, apartment, or other dwelling place that is occupied by the Subscriber's family that functions, or individuals who along with the Subscriber function, as a single domestic enterprise. A room or portion of such a dwelling place that is occupied exclusively by an individual who is not part of the domestic enterprise residing in the remainder of the dwelling place may be considered a separate residence for purposes of establishing that individual's eligibility for Lifeline service.
- b. The principal residence of a Subscriber to Lifeline service must not be served by more than one local exchange telephone line.

SECTION 1 BASIC SERVICES (Cont'd)A-6 Residential Lifeline Service (Cont'd)1. Special Terms and Conditions (Cont'd)

- c. The Subscriber's total household income for the fiscal year in which Lifeline service is provided, including the income of all family members and other individuals who are functioning along with the Subscriber as a single domestic enterprise, must not exceed the following limits:

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$17,750
3	\$20,910
4	\$25,090
Each Additional Member	\$4,180

No person who is claimed as a dependent on another person's income tax return is eligible for Lifeline service. The Subscriber's total household income is subject to verification by the Commission or by the Company.

- d. Subscribers to and Applicants for Lifeline service must certify, on a form to be provided by the Company, at the time the initial application for Lifeline service is made and annually thereafter or at any time the eligibility criteria for Lifeline service change, that they meet the eligibility criteria established herein. Such certification must be provided to the Company before Lifeline service will be provided. The Company will mail new certification forms to Lifeline Subscribers annually and at any other time the eligibility criteria change. In the event the Company does not receive a Subscriber's certification of eligibility within 60 days of the date the new forms are mailed by the Company, the Subscriber's service will be changed to Basic Residential Measured Service (for Subscribers to measured service) or to Residential Flat Rate Service (for subscribers to flat rate service). In such case, no change charge will apply.

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SECTION 1 BASIC SERVICES (Cont'd)A-6 Residential Lifeline Service (Cont'd)1. Special Terms and Conditions (Cont'd)

- e. No deposit or other form of security will be required of an Applicant for Lifeline service unless the Applicant has an unpaid final residential telephone service bill over 45 days old for service provided by any Connecticut local exchange carrier. Any Applicant who was previously a Subscriber of the Company and who owes any amount to the Company for residential service will be required to pay the entire unpaid balance as well as establish credit before service will be provided. A Subscriber whose service has been discontinued for nonpayment of the Company's bills will be required to pay any unpaid balance due the Company for service to the premises at which service is to be restored, to pay a reconnection charge, and to pay a deposit before service is restored.
- f. Subscribers to Lifeline service must notify the Company when they no longer qualify for Lifeline service or if the service no longer meets the household's needs. Upon receipt of such notification, the Company will change the service to the regular tariffed rates for the service furnished. No charge will be applicable for this change in service.
- g. If the Company discovers that conditions exist that cause the Subscriber not to qualify for Lifeline service, the Subscriber will be notified that the service will be converted to regular tariffed rates, retroactive to the latest date for which the Subscriber can establish eligibility. If the Subscriber cannot establish eligibility, the Company will back bill the customer to the date the Subscriber last submitted certification or re-certification of eligibility. The amount billed will be the difference between the Lifeline service rate and the regular tariffed rate, excluding usage, and will include nonrecurring charges, if applicable. In addition, the Subscriber will be subject to normal deposit requirements. No charge will be applicable for this change in service.

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SECTION 2 CUSTOM CALLING SERVICES

A-1 Features

Custom Calling Features may be offered subject to availability from the underlying carrier:

1. Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

Busy Call Forwarding allows the forwarding of incoming calls when the line is busy. The forwarded number is fixed by the service order.

Delayed call Forwarding allows the forwarding of incoming calls when the line remains unanswered after a present number of rings. The number of rings and the forwarded number are fixed by the service order.

Select Call Forwarding allows the automatic forwarding (transfer) of calls from up to ten preselected numbers to another telephone number. The line can be restored to normal operation at any time.

Remote Access Call Forwarding allows the activation and deactivation of the Call Forwarding feature and changes to the forwarded number to number from a location other than where the service is located.

2. Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting; and by operation of the switchhook, to place the first call on hold and answer the waiting call. Operation of the switchhook permits passage back and forth between the two calls, but a three-way call cannot be established.

Cancel Call Waiting allows the dialing of an activation code prior to making a call, to cancel the Call Waiting feature. Cancel Call Waiting must be activated each time Call Waiting is canceled.

SECTION 2 CUSTOM CALLING SERVICES (Cont'd)A-1 Features (Cont'd)3. Three-Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

4. Priority Ringing

Priority Ringing differentiates incoming calls from up to ten preselected telephone numbers by signaling with a distinctive ringing pattern.

5. Repeat Dialing

Repeat Dialing allows calls to be automatically redialed when the first attempt reaches an busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.

6. Call Screening

Call Screening allows the automatic blocking of incoming calls from up to ten preselected telephone numbers. The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply.

7. Call Return

Call Return allows the return of a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. A distinctive ringing pattern signals when the busy number is free. When answered, the call is then completed. The calling party's number is not delivered or announced to the call recipient.

SECTION 2 CUSTOM CALLING SERVICES (Cont'd)**A-2 Rates and Charges**

The following monthly rates are in addition to the rates and charges for

Call Forwarding:	Non-Recurring <u>Charge</u>	Monthly <u>Rate</u>
Busy Call Forwarding:		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Delayed Call Forwarding:		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Remote Access Call Forwarding:		
- each residential line	N/A	N/A
- each business line	\$6.00	\$1.50
Any change to Busy or Delayed Call Forwarding features:		
- each residential line	\$5.05	
- each business line	\$6.00	
Call Waiting:		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Three-Way Calling Speed Calling (8 Code Capacity):		
- each residential line	\$5.00	\$3.50
- each business line	\$6.00	\$4.20
Priority Ringing:		\$3.00
Repeat Dialing:		\$3.00
Call Screening:		\$3.00
Call Return:		\$3.00

Issued:

Issued by: Leo A. Wrobel, President
1510 North Hampton Road, Suite 120
De Soto, TX 75115

Effective:

SECTION 3 MISCELLANEOUS SERVICES

A-1 Directory Listings; Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Subscribers. However, the Company will arrange for Subscribers, other than Subscribers requesting nonpublished service, to be listed in the directories and directory assistance records of THE incumbent LEC in accordance with their listing service tariff schedules,¹ subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this tariff sheet. Subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules. The Company will distribute or provide for the distribution to each Subscriber, at no charge, one copy of the Incumbent LEC white and yellow pages directory applicable to the location at which the Subscriber receives service.

A-2 Non-Published Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to tariff.

Non-Published Service Charge
(per line, per month):

\$ 1.20

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1510 North Hampton Road, Suite 120
De Soto, TX 75115

Effective:

SECTION 3 MISCELLANEOUS SERVICES (Cont'd)**A-3 Directory Assistance**

Users of the company's calling services (excluding 800 services), may obtain assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published telephone numbers are not available from the Directory Assistance service.

- | | <u>Charge¹</u> |
|---|---------------------------|
| 1. Directory Assistance (per call): | \$0.50 |
| 2. A credit will be given for calls to Directory Assistance when: | |
| a. the Customer experiences poor transmission or is cut-off during call. | |
| b. the Customer is given an incorrect telephone number, or the Customer inadvertently misdials an incorrect Directory Assistance NPA. | |
| c. to receive a credit, the Customer must notify the Company of the problem experienced. | |

SECTION 3 MISCELLANEOUS SERVICES (Cont'd)A-4 900/976 Blocking1. Applicability

Applicable to all Subscribers of the Company's local exchange service.

2. Territory

Within the base rate areas of all exchanges served by the Company

3. Description

The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.

The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges do not apply.

4. Rates

	<u>Non-recurring Charge</u>	<u>Monthly Rate</u>
a. Call Blocking, per line	\$ 10.00	No Charge
b. Remove Call Blocking	\$ 10.00	No Charge

Issued:

Issued by: Leo A. Wrobel, President
1510 North Hampton Road, Suite 120
De Soto, TX 75115

Effective:

**Tariff Applicable To
Telecommunications Services
Provided within the State of Tennessee**

By

PREMIERE NETWORK SERVICES, INC.

ISSUED:

EFFECTIVE:

**BY: Leo A. Wrobel, President
Premiere Network Services, Inc.
1510 N. Hampton, Suite 120
DeSoto, TX 75115**

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
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ALL PAGES ARE ORIGINAL

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BY: Leo A. Wrobel, President
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TABLE OF CONTENTS

Original Title Page..... Cover

Check Sheet..... 1

Table of Contents 2

Concurring Carriers 3

Connecting Carriers..... 3

Other Participating Carriers..... 3

Explanation of Symbols and Abbreviations..... 4

Definitions 5

Rules and Regulations 7

Service Description and Rates 22

Miscellaneous Services and Rates 34

Promotions..... 35

Contract Services..... 36

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule or condition.

EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Customer's telephone to a Premiere designated switching center or point of presence.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

Commission - Federal Communications Commission.

Company or Carrier - Premiere Network Services, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

ICB - Individual Case Basis. Custom assembly built on a contract basis for a specific business application or to meet a customer need not envisioned in the remainder of this tariff.

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SECTION 1 - DEFINITIONS, (CONT'D.)

Premises - The physical space designated by the Customer for the termination of the Company's service.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Subscriber - See Customer.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

United States - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposes of rating calls.

Premiere - Used throughout this tariff to refer to Premiere Network Services, Inc.

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BY: Leo A. Wrobel, President
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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Premiere Network Services, Inc.**

Premiere's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Premiere arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Premiere may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Premiere network.

Premiere provides resold value-added and facilities-based telephone communications services. Premiere is a "Designer Carrier"™, providing advances services such as OC-12 SONET Access Facilities, Asynchronous Transfer Mode Services (ATM), ISDN/ASDL/DSL Services, T1/T3 Services (also including T1/T3 upgrades to SONET OC-XX, Integrated Wide Area Network Management Systems, Fault-Tolerant Network Assemblies for Disaster Recover, Native LAN Connectivity, Business Resumption Services, Televaulting and Remote Data Archiving, Teleradiology and Medical Applications, Education, Remote Serving Applications, and Custom Call Center and Call routing capabilities.

2.2 Use

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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BY: Leo A. Wrobel, President
Premiere Network Services, Inc.
1510 N. Hampton, Suite 120
DeSoto, TX 75115

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Premiere in its reasonable judgment.

ISSUED:

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BY: Leo A. Wrobel, President
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DeSoto, TX 75115

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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BY: Leo A. Wrobel, President
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1510 N. Hampton, Suite 120
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability

- 2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

ISSUED:

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BY: Leo A. Wrobel, President
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service

2.7.1 Responsibility for Charges

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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Premiere Network Services, Inc.
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DeSoto, TX 75115

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service, (cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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BY: Leo A. Wrobel, President
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1510 N. Hampton, Suite 120
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Deposits**

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. Interest rates are determined by the Tennessee Regulatory Authority. Interest on deposits, are calculated and rounded to the nearest one-tenth of one percentage point, except that in no event shall the rate be less than one and one-half percent. Interest shall be credited semi-annually to the service account of the Customer or paid upon return of the deposit, whichever occurs first. Deposits will be returned to a Customer upon cancellation of service or after one year, whichever occurs first, unless the Customer is delinquent in payment, in which case, the Company will continue to retain the deposit until the delinquency is satisfied. If service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

ISSUED:**EFFECTIVE:**

BY: Leo A. Wrobel, President
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DeSoto, TX 75115

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Premiere's service.

When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. Provided the equipment utilized by the customer does not cause harmful interference to the network, in the judgment of Premiere. Premiere will not preclude the customer from use of any FCC-approved equipment. Premiere reserves the right in these cases to not guarantee a particular data speed for data transmission, rather, Premiere will however ascertain that the conditioning level for the type of services meets applicable specifications.

ISSUED:**EFFECTIVE:**

BY: Leo A. Wrobel, President
Premiere Network Services, Inc.
1510 N. Hampton, Suite 120
DeSoto, TX 75115

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Interconnection

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Private wire centers may also be established on the customer premises on a contract (ICB) basis.

2.13 Inspection, Testing and Adjustment

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

ISSUED:

EFFECTIVE:

BY: Leo A. Wrobel, President
Premiere Network Services, Inc.
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DeSoto, TX 75115

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

ISSUED:**EFFECTIVE:**

BY: Leo A. Wrobel, President
Premiere Network Services, Inc.
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.

2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Refusal or Discontinuance by the Company, (cont'd.)

2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

ISSUED:

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BY: Leo A. Wrobel, President
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

2.18.3 The requirement of 2.18.1 and 2.18.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

ISSUED:

EFFECTIVE:

BY: Leo A. Wrobel, President
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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

Premiere offers direct dialed intra LATA and interLATA (1+) service, inbound toll-free number service and travel card services under terms of this tariff. Long distance when it is provided, is through a separate affiliate certificated specifically to provide that service.

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SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)

3.2 Timing of Calls

Billing for calls placed over the Premiere network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4** For billing periods, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5** If a Customer indicates that he/she was billed for an incomplete call, Premiere will reasonably issue credit for the call.

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LONG DISTANCE SERVICE

3. Two-Point Service**3.3 Classes of Service**

Service is offered on a Station-to-Station or on a Person-to-Person (T)
basis. Day, Evening, Night and Weekend rates apply to all classes of (T)
service excluding the operator service charges specified in 1.4.2, as (T)

3.3.4 All Classes of Service

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAY RATE PERIOD Full Rate					Night & Weekend Rate Period 40% Discount	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD 25% Discount					Night & Weekend Rate Period 40% Dis.	Evening Rate Period 25% Dis.
11:00 PM TO 8:00 AM*	NIGHT and WEEKEND RATE PERIOD 40% Discount						

* Up to but not including.

3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Independent Day	July 4
Labor Day	1 st Monday in September
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

3.3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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LONG DISTANCE SERVICES3. Two-Point Service (Cont'd)3.4 Time of Day

The time when connection is established, as provided in 1.4, following, determined in accordance with the time-standard or daylight savings - legally or commonly in use at the location of the rate center of the calling service point, determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect.

3.5 Rates

The following rates apply to intrastate intraLATA business between service points within the designated LATAs in the State of Connecticut:

3.5.1. Usage - All Classes of Service

- (A) Initial period rates indicated in the rate tables in 3.6 are for connections of one minute or any fraction thereof. (T)
- (B) All additional minute rates indicated in the rate tables in 3.6 are for each additional minute or any fraction thereof, that the connection continues beyond the initial period. (T)
- (C) When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a minute of use is split between two rate periods, the rate in effect at the start of that minute applies.
- (D) Discounts for the Evening, and Night and Weekend reduced rate periods indicated in the table in 3.3.4, preceding, are expressed as a percent reduction of the charge calculated at the rates indicated in the table in 3.6 are applied to message connections established during the periods indicated in 3.3.4, preceding.
- (E) Discounts apply to the charge for the initial minute occurring within the discount rate period and to all additional minutes occurring within each discount rate period. The discount is computed separately for charges in each rate period and the results are then totaled. When application of the discount results in a fractional charge, the amount will be rounded down to the lower cent.

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LONG DISTANCE SERVICES**3. Two-Point Service (Cont'd)****3.5 Rates (Cont'd)****3.5.2. Service Charges**

- (A) The rates in (B), following, will apply on Operator Station-to-Station and Person-to-Person service in addition to the rates as specified in 3.5.1, preceding. Discounts as specified in 3.4.1, do not apply to service charges.

Long distance TRS calls charged to a Telephone Company Calling Card will be provided at rates which do not exceed those that would apply to a similar non-TRS call made using coin sent-paid service.

- (B) Rates

<u>DESCRIPTION</u>	<u>Rate</u> <u>Per Occurrence</u>
<u>STATION-TO-STATION SERVICE</u>	
<u>Calling Card</u>	
Non-Automated	\$1.15
Semi-Automated	1.15
Fully Automated	0.40
<u>Collect</u>	
Non-Automated	\$1.15
Semi-Automated	1.15
Fully Automated	1.15
<u>Billed to a Third Number</u>	
Non-Automated	\$1.15
Semi-Automated	1.15
<u>Sent Paid</u>	
Non-Automated	\$1.15
Semi-Automated	1.15

PERSON TO PERSON SERVICE (1)

ISSUED:**EFFECTIVE:**

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Non-Automated	\$2.80
Semi-Automated	2.80

OTHER SERVICES

Line Status Verification (2)	\$1.35
Busy Interrupt (2)	2.20

(C) Where the customer direct dials the Directory Assistance number, the charge is assessed according to the following procedure.

- (1) Person-to-person service may be billed to a calling card, billed to a third number, or billed as collect at no additional charge.
- (2) This charge is not applicable where an operator is requested to verify or interrupt intraLATA interexchange calls to or from authorized emergency agencies (i.e., police, fire and ambulance). Agencies that are not obvious emergency agencies may apply for an exemption so that charges as set forth, for line status verification and busy interrupt, are not applicable.

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LONG DISTANCE SERVICES3. Two-Point Services (Cont'd)3.5 Rates (Cont'd)3.5.2 Service Charges (Cont'd)

- (D) Where the customer direct dials the Directory Assistance number, (T)
the charge for each call (maximum of two requests per call) is
\$0.30 for each in excess of the allowance.
- (E) Where the customer places a call to the Directory Assistance (T)
Attendant via an operator or has Directory Assistance Charges
billed to a telephone credit card, or a telephone number other
than the originating number, the charge for each call (maximum of
two requests per call) is \$0.60. If dial facilities are not
available, calls placed to Directory Assistance via an operator
shall be considered as customer dialed.
- (F) No credit will be given for any unused portion of the customers (T)
allowance. No credit will be given for requested telephone
numbers that are nonpublished or nonlisted. No credit will be
given for requested telephone numbers that are not found in the directory.
- (G) Call allowances are not transferable between separately billed (T)
Accounts of the same customers. (D)
(D)

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LONG DISTANCE SERVICES

3. Two-Point Service (Cont'd)

Rates (Cont'd)

3.5.4 Timing of Messages

- (A) On Station-to-Station calls, chargeable time begins when Connection is established between the calling and the called Service points, mobile telephone system or private exchange system.
- (B) On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or service point specified or an agreed upon alternate.
- (C) Chargeable time ends when the connection is terminated at any point.
- (D) Chargeable time ends when the calling service point "hangs up" thereby releasing the network connection. If the called service point "hangs up" but the calling service point does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the BellSouth operator.
- (E) Chargeable time does not include time lost because of faults or defects in service.

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LONG DISTANCE SERVICES3. Two-Point Service (Cont'd)3.6 Rate Tables3.6.1. Dial Station-to-Station, Operator Station-to-Station, and Operator Person-to-Person

Rate <u>Mileage</u>	Day Initial <u>1-Minute</u>	Day Each Additional <u>Minute</u>
1-17	\$ 0.10	\$ 0.08
18-22	0.15	0.12
23-28	0.21	0.18
29-34	0.25	0.24
35-41	0.31	0.31
42-51	0.37	0.36
52-66	0.41	0.40
67-81	0.44	0.43
82-105	0.46	0.45
over	0.49	0.47

3.6.2 In addition to the Basic Rate Schedule, listed in 4.6.1., Operator Service Charges as listed 3.4.2 may apply.

3.6.3 Discounts apply to total minutes of use for all messages. Discounts do not apply to operator assistance service charges.

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LONG DISTANCE SERVICES

3.7 Conference Service

3.7.1 Definition

Long Distance Message Telecommunications Conference Service is the furnishing of simultaneous connections between three or more intraLATA exchange access arrangements.

3.7.2 Conditions Under Which Service is Furnished

3.7.2.1 Service is furnished where and to the extent that service components permit.

3.7.2.2 The connections will be established on either a Person-to-Person or Station-to-Station basis.

3.7.2.3 Premiere will, upon request, attempt to establish the conference connections at a specified time.

3.7.2.4. Charges for conference service may be reversed provided that the total charge is billed against one called service point and that the charge is accepted at the designated service point.

3.7.3 Timing of Messages

3.7.3.1 The chargeable duration of the message is the elapsed time between the start of the conversation, with all service points on the intraLATA conference connection, and the time at which the disconnect signal is received from the originating service point, except as provided in 3.7.3.2. following.

3.7.3.2 When the originating customer requests that one or more service points be added to or disconnected from an intraLATA conference call on which conversation is in progress, that call is considered terminated and a new call is considered initiated to the revised group or service points.

3.7.3.3 Chargeable time does not include time lost because of faults or defects in the service.

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LONG DISTANCE SERVICES**3. Conference Service (Cont'd)****3.7.8 Rates and Charges**

The total charge for the intraLATA conference connection is the sum of the setup charge and the charge for total conversation time.

3.7.8.1 The setup charge is \$1.85 for each service point included in the intraLATA conference call.

3.7.8.2 The charge for conversation time will consist of the total minutes of conversation multiplied by the appropriate charge per minute applying to the intraLATA conference call.

The per minute charge for each service point is as follows:

<u>Mileage Between the Two Most Distant Service Points</u>	<u>Charge Per Minute</u>
0 - 17	\$ 0.06
18- 66	0.12
Over 66	0.18

3.8 Application of Special Charges

A special charge may be applied based upon the cost of any special equipment used. Such special charges are separate from and in addition to the initial period and additional period rates computed as outlined in this tariff.

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LONG DISTANCE SERVICES

3.9 Special Reduced Rates

3.9.1 Rates Applicable on Certain Holidays

3.9.1.1 On Christmas Day (December 25) and on New Year's Day (January 1), Independent Day (July 4), Thanksgiving Day and Labor Day and on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4, the holiday rate applicable on all classes of two-point LDMTS between intraLATA service points within the State of Tennessee, is the Evening rate, unless a lower rate would normally apply. Discounts do not apply to service charges as specified in 3.4.2.

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4. Directory Assistance

Directory Assistance is available to Customers of Premiere Network Services, Inc. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$0.85

ISSUED:

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SECTION 5 - PROMOTIONS

5. General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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SECTION 6 - CONTRACT SERVICES**6. General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract. The contract specifics may be filed with the applicable regulatory body as required, but under cover if they contain proprietary business information or trade secrets.

ISSUED:**EFFECTIVE:**

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EXHIBIT H

TOLL DIALING PARITY PLAN

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the matter of the Application of)
Premiere Network Services, Inc.)
) Case No. _____
For a Certificate to Provide Competing)
Local Telecommunications Service)

Premiere Network Services, Inc. IntraLATA Equal Access Implementation Plan

Premiere Network Services, Inc. ("Premiere" or the "Company") hereby provides an IntraLATA Equal Access Plan in response to the Federal Communication Commission's (the "FCC") Order of March 23, 1999.

I. OBJECTIVE/PURPOSE

In compliance with the FCC's Order and 47 C.F.R. 51.213, Premiere files the Company's plan for implementing intraLATA Equal Access ("the Plan") in the areas of the State in which the company will be certified to provide local exchange service.

The intent of the Plan is to permit voice service customers to route intraLATA toll calls automatically, without the use of access codes, to any interexchange carrier ("IXC") of the customer's choice that has established itself as an access customer under Premiere' Access Services Tariff.

II. IMPLEMENTATION SCHEDULE

Simultaneously, with Premiere' initial offer of voice services, Premiere will offer dialing parity for intraLATA toll calls. At that time, Premiere' retail customers will be able to choose any IXC that has established itself as an access customer under Premiere' Access Tariff.

III. CARRIER SELECTION PROCEDURES

When voice services are offered, Premiere will implement the full 2-PIC carrier selection methodology as required by the TRA. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and to presubscribe to the same or a different participating telecommunications carrier for intraLATA toll calls.

Processes will be established to provide new customers with an opportunity to choose their intraLATA toll carrier. When voice services are offered, Company employees who communicate with the public, accept orders and serve in customer service capacities will be trained to explain to customers the availability of 2-PIC equal access, and to assist customers in making an initial PIC choice or in changing a PIC choice for intraLATA and interLATA toll calls.

IV. NEW CUSTOMERS

If requested by a voice service customer, Premiere will provide a list of telecommunication carriers that are access customers and are maintaining a relationship with Premiere pursuant to the provisions of the Company's Access Services Tariff. The list of intraLATA toll carriers will be presented in a competitively neutral manner. New voice customers who do not make a choice for an intraLATA toll carrier will be identified within Premiere' system as "no-PIC" and will not be automatically defaulted to a carrier. New voice customers identified as "no-PIC" within Premiere' system will be required to dial the access code of a different carrier to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

V. EXISTING CUSTOMERS

Premiere Network Services, Inc. is not yet a certified carrier in Tennessee and, thus, has no existing customers.

VI. INITIAL PIC REQUEST

A voice customer's initial PIC request will be made at no charge. After the initial PIC, Premiere will bill a customer a PIC change charge at a rate no greater than the rate for the selection of an interLATA PIC.

VII. CARRIER NOTIFICATION

Interexchange carriers that desire to become access customers shall notify Premiere via letter or telephone call of their desire to obtain exchange access service information. Premiere will send each requesting carrier an information package describing Premiere' service, processes and applicable tariffs. Once Premiere receives and processes an IXC's Access Service Request, that carrier will be added to the list of participating carriers made available to a requesting customer trying to choose a PIC. Premiere will provide notice of those switches available for exchange access service to IXCs by identifying those switches in Premiere' federal tariffs, *e.g.* NECA Tariff No. 4. In addition, Premiere will include a list of available switches in its information package provided to each IXC in response to an inquiry.

Respectfully submitted,

PREMIERE NETWORK SERVICES, INC.

Terri K. Firestein

Terri K. Firestein

Consultant to Premiere Network Services, Inc.

Competitive Communications Group

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ATTORNEYS FOR MAVERIX.NET

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed, postage prepaid, this 13 day of July, 2000 to:

Terri K. Firestein ^{NET}
Consultant for Premiere Network Services, Inc.